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**Agreement**

**between**

**The Superintendent of the  
*Newark Central School District***

***And The***

***Newark Teachers' Association***

***July 1, 2013 - June 30, 2015***

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**Agreement  
between  
the Superintendent of the  
Newark Central School District  
and the  
Newark Teachers' Association**

**July 1, 2013 - June 30, 2015**

The Agreement entered into April 2, 2014, by and between the Superintendent of Schools of the Newark Central School District of the Village of Newark, New York, hereinafter called "Superintendent" or "District" and the Newark Teachers' Association, hereinafter called the "Association."

**ARTICLE I  
RECOGNITION**

**Section 1:**

A. The Superintendent recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employees Fair Employment Act, for all professional personnel, including Occupational Therapist, Physical Therapist, Music Therapist, School Psychologists, Speech Teacher, Speech and Language Pathologist and all nurses (LPN and RN), but excluding the Superintendent, Building Principals and Assistant Principals, Director of Physical Education and substitute teachers. Such recognition shall extend for the longest period permitted by the Taylor Law.

B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, except all nurses (LPN and RN) who are referred to throughout this agreement as "nurses".

C. The terms of this agreement do not apply to nurses, except as specifically stated otherwise within this agreement.

**Section 2:**

A. Payroll Deduction of Dues - The Superintendent agrees to deduct from each teacher's and nurse's salary dues for Newark Teachers' Association, as said teacher or nurse individually and voluntarily authorizes the Superintendent to deduct, and to transmit the monies promptly to a single financial institution designated by the Association for that purpose. A sample of the text of the dues deduction form is attached as Appendix D.

B. The District will deduct VOTE/COPE contributions in the amount designated by the employee, from the salaries of employees who voluntarily execute a NYSUT deduction form. The monies shall be transmitted by the District to NYSUT the

pay date that the deduction is made. The Association shall inform the district of the address of NYSUT.

**Section 3:** The Association will certify to the Superintendent or his designee in writing the current rate of the membership dues of the Association named in Section 2 above. The Association will give the Superintendent thirty (30) days written notice prior to the effective date of any such changes.

**Section 4:** The Superintendent will not be required to honor for payroll deduction any Authorizations that are delivered to him later than ten (10) days prior to the distribution of the payroll form which the deductions are to be made.

**Section 5:** Dues so deducted shall be forwarded in full to a single financial institution designated by the Association for that purpose after each pay period for which dues are deducted.

**Section 6:** Nothing contained herein shall be construed to deny or restrict to any teacher or nurse rights granted under the Codes, Rules, and Regulations of the State of New York. The rights granted the teachers or nurses hereinunder shall be deemed to be in addition to those provided under the law, except Education Law Sections 3020 and 3020-a and Civil Service Law Section 75, which are waived according to Article VII, Section 5.

## **ARTICLE II ASSOCIATION, BOARD, AND TEACHER RIGHTS**

**Section 1:** It is agreed that the Superintendent will not directly or indirectly discourage or deprive or coerce any teacher or nurse in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act and that he will not discriminate against any teacher or nurse by reason of his membership in the Association, or his participation in any activities of the Association or collective professional negotiations with the Superintendent or his institution of any grievance, complaint, or proceeding under this Agreement.

**Section 2:**

A. The Association agrees that it will not directly or indirectly coerce or intimidate any teacher or nurse to join the Association.

B. It is further recognized that teachers and nurses shall have the right to join or not to join the Association or any other organization for their professional improvement and advancement, and that membership in any organization shall not be a prerequisite for employment or continuation of employment of any employee covered by this Agreement.

**Section 3:**

A. The Association and its members shall have the privilege of using building facilities and equipment to the extent that such use does not interfere with the education

program and results in no cost to the District. Prior arrangement shall be made with the building principals. Supplies used in connection with equipment will be furnished or paid for by the Association.

B. The Association may post notices of its activities and matters of Association concern on teacher bulletin boards and may use the District mail service and teacher and nurse mailboxes for communications with its members.

#### **Section 4:**

A. There is exclusively reserved to the Superintendent and the School District, through its Board of Education, all the responsibilities, powers, rights, and authority vested in them by the laws and constitutions of the State of New York and the United States or which have heretofore been properly exercised by them.

B. Retained and reserved is the right, among others, to establish and enforce rules and personnel policies relating to the duties and responsibilities of teachers and nurses and their working conditions, which are not inconsistent with the provisions of this Agreement, or violative of law.

C. It is further recognized that the Board and Superintendent in meeting such responsibility and exercising their rights and powers, act through the administrative staff.

**Section 5:** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **ARTICLE III TEACHING RESPONSIBILITIES AND CONDITIONS**

#### **Section 1: Responsibilities**

A. Teachers and nurses are responsible for maintaining a continuous high level of professional service to the student body.

B. Teachers and nurses, therefore, are responsible to discharge their teaching and nursing assignment with professional proficiency and, to this end, to plan adequately and make conscientious efforts to meet, as required and within reason, with parents, children and consultants.

#### **Section 2: Conditions**

A. Parent conferences shall be held if requested. Every effort shall be made to free a teacher from non-teaching duties so that conferences can be held during the school day when the teacher is required to be in school at the mutual convenience of

the teacher and parents. On certain and unusual occasions, conferences may be held after school at the school the pupil attends.

B. The elementary school teachers will have scheduled release time, consisting of the equivalent of four one-half days of release time, for parent conferences. Leave times for kindergarten teachers will consist of four full days of release time to accommodate kindergarten's double sessions. (For example, one and one-half day may be scheduled in November and one-half day in March.)

C. Release time also will be scheduled for teachers in grades K-5 for professional development programs for the equivalent of one and one-half days. (For example, two half days may be scheduled on the half days of parent teacher conferences in November and March (subsection B, above) and the other half day may be scheduled in the same day the half day of recordkeeping is scheduled (Article XIV, Section 3 B, below)). The program of one day will be determined by the District after consultation with the teachers, and the program of the remaining half day will be determined by the teachers after consultation with the District.

D. The administration shall make every effort to obtain qualified substitute teachers.

**Section 3:** Self-contained and Resource Room Special Education teachers who have the responsibility of preparing Individual Education Plans (IEP) for students in the Special Education Program shall be provided release time to prepare such plans, in the following amount: for teachers with one to six students in the Special Education Program, one-half release day; for teachers with seven to twelve students in the Special Education Program, one release day; and for teachers with more than twelve students in the Special Education Program one and one-half release days. No more than one teacher may use this release time per day.

**Section 4:** Teachers shall assist with chaperoning and supervising school trips, school programs and school social functions provided that the Administration arranges an equitable rotating system for all available members of the teaching staff. However, evening dances will be chaperoned on a voluntary basis. Notwithstanding the foregoing, bus proctors compensated as set out in Appendix D, Section D, on an appointive basis, shall not be on a rotating schedule except to the extent that insufficient personnel are available on a volunteer basis.

**Section 5:** A medical examination by the School Physician at the expense of the District, may be required of any staff member upon the recommendation of the Superintendent, and/or the School Physician. The examination may be made by the teacher's or nurse's personal physician, after approval by the Superintendent, at the teacher's or nurse's expense.

**Section 6:** Teachers' lesson plans shall be complete to date and plan books shall be available at any time for review by the Superintendent or his designee.



## **ARTICLE IV**

### **ACTIVITIES, PARTICIPATION IN SCHOOL EVENTS, MEETINGS**

#### **Section 1: Activities**

A. It is recognized and acknowledged that participation in activities, meetings and events is desirable and a job expectation of all teachers in addition to instructional and supervisory assignments. To encourage and recognize this participation, the parties have agreed to the following.

B. It is agreed that all teachers will continue to participate as professionals in such activities, meetings and events on a regular basis throughout the entire school year, and that such participation is recognized as an integral part of this professional position.

C. It is further recognized that the individual teachers participate in a variety of activities, meetings and events, and that the type of activities, meetings and events will vary from teacher to teacher based upon the level of assignment, particular skills and interests, and the needs of the District and its students. It is recognized that such activities, meetings and events may take place in the evenings and on weekends.

D. It is not the parties' intent to change the existing expectations that all teachers participate in such activities, meetings, and events. We recognize that such professional activities, meetings and events might include curriculum development and department meetings, meetings by subject area, participation on faculty/administrative committees, attendance and participation in student events (such as awards ceremonies, athletic activities, graduation ceremonies and the like), parent conferences, and many other events in support of curriculum, instruction and students.

#### **Section 2: Participation**

A. It is further agreed that all parties encourage a very high level of such participation, and that no teacher or administrator should discourage teachers from a very high level of participation in such activities, events and meetings.

#### **Section 3: Meeting Schedule**

A. It is also acknowledged and recognized that the scheduling of meetings, activities and events can cause conflicts or be burdensome, and consideration should be shown for the schedule of all prospective attendees. For example, meetings by academic area can conflict, or be burdensome, for some teachers (such as those in the elementary area) who must attend the meetings of most, if not all, academic areas. Even though such meetings may not conflict, the scheduling of a series of such meetings for the class-free time each morning over a series of consecutive days can be burdensome and use up time for which there may be other priorities.

B. Therefore, while recognizing the District's discretion to define the work to be performed during the workday, the parties agree to encourage coordinated planning and scheduling of such meetings.

## **ARTICLE V FLEXIBLE WORK HOURS PROVISION**

### **Section 1:**

A. The regularly scheduled hours for the assignment of classroom, supervisory and related duties during a full-time teacher's work day have been and continue to be seven and one-half consecutive hours. (It is recognized that, as a professional, a teacher's responsibilities require work beyond the regularly scheduled hours which is performed as needed.) The seven and one-half hour periods of regularly scheduled hours currently begin and end at specified times (although the times in the secondary schools are different from the times in the elementary schools.)

B. The District has flexibility to extend the beginning and ending periods of the regularly scheduled hours up to one hour before the current beginning times and one hour after the current ending times of the respective schools. For example, in the secondary school, the regularly assigned hours could extend from 6:30 a.m. to 4 p.m. while each individual teacher will work the agreed upon period of assigned hours consecutively during this 6:30 a.m. to 4 p.m. period.

C. The use of this flexibility to extend the regularly scheduled hours will be determined by student needs, not teacher preferences.

D. However, the District generally will publicize the assignments it intends to modify and provide reasonable time for submission of requests to volunteer for the assignments from interested teachers, with the District retaining its final discretion to make any voluntary and/or involuntary assignment.

## **ARTICLE VI NEGOTIATION PROCEDURE**

### **Section 1: Meetings**

A. Request for the commencement of negotiations for a successor agreement shall be made by the Association or Superintendent to the Superintendent or President of the Association, respectively, and such a request must be made on or before November 1st.

B. In the event that neither party makes such request, negotiations shall be deemed to have been waived and the existing contract continued for the ensuing school year.

C. A mutually convenient meeting date shall be set within two weeks of the date of the request.

## **Section 2: Procedure**

A. During negotiations, the negotiating committees for the Superintendent and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.

B. The parties shall furnish each other, upon reasonable request, all available information of public record pertinent to the issues under consideration during negotiating talks.

C. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

D. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement; and, therefore, agree that negotiations will not be reopened on any item whether contained herein or not during the life of this Agreement.

E. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside of the school District.

F. While no final agreement shall become effective until signed on behalf of the Association and the Superintendent, the parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals, and reach possible compromises in the course of negotiations.

## **Section 3: Miscellaneous Provisions**

A. This Agreement shall constitute the full and complete understanding between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment of this Agreement.

B. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. An individual arrangement, agreement or contract between the Superintendent and an individual teacher or nurse, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, except that the Superintendent shall not be required to take any action which would constitute a breach of contract on his part.

D. Any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties.

E. If any provisions of this Agreement or any application of the Agreement to any teacher or nurse or group of teachers or nurses shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Copies of this Agreement shall be printed at the expense of the Board and given to all teachers and nurses now employed and hereafter employed by the Board as soon as possible after its execution, or employment if that occurs later.

## **ARTICLE VII GRIEVANCE PROCEDURE**

### **Section 1: Declaration of Policy**

A. In order to establish a more harmonious and cooperative relationship among teachers, nurses, administrators and members of the Board of Education which will enhance the educational program of Newark Central School District, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, and at the lowest possible administrative level, as they arise and to assure equitable and proper treatment of teachers and nurses.

B. At every stage of these procedures, the grievant shall be entitled to representation. The provisions of these procedures shall be construed for the accomplishment of this purpose.

### **Section 2: Definitions**

A. A "grievance" is any claim of violation of the terms of this Agreement.

B. An "aggrieved party" or "Grievant" is a unit employee or group of unit employees who file a grievance or on whose behalf it is prosecuted by the Association's Grievance Committee.

C. A "day" is a working school day except as outlined in Section 4(D) of this Agreement.

### **Section 3: Procedures**

#### **Stage I:**

A. The grievant will discuss the matter with his/her building principal (or where a grievance concerns staff in more than one building the Association Grievance Chair will telephone the Superintendent who will designate a District representative to discuss the matter) in an effort to resolve the matter informally.

B. Thereafter, the aggrieved party shall present his grievance signed and in writing on the grievance form attached to this Agreement, identifying the aggrieved party, the provision of the Agreement, the time when and place where the alleged events or condition constituting the grievance exists or occurred, and, if known, the identity of the person responsible for causing such events or condition and a general statement of grievance and redress sought by the aggrieved party. The written grievance must be submitted to the appropriate building principal (or the representative designated by the Superintendent where the matter concerns staff in more than one building) within twenty-five (25) school days of the date when the aggrieved party knew, or should have known, of the alleged violation. If the Superintendent had not designated a representative or if discussions with such representative are delayed by the District, the grievance must be filed with the Superintendent within the time provided in this subsection.

C. Within ten school days of the principal (or District's representative) receipt of the grievance, the building principal (or the District's representative where the matter concerns staff in more than one building) shall meet with the aggrieved party to discuss the grievance.

D. Within ten school days following such meeting, the principal (or the District's representative where the matter concerns staff in more than one building) shall deliver his written determination to the grievant.

#### **Stage II:**

A. If such grievance is not resolved at Stage I, the aggrieved party may appeal in writing to the Superintendent within ten school days of his receipt of the building principal's decision.

B. The superintendent, or his representative, shall meet with the aggrieved party and/or his representative within ten school days of the receipt of the appeal.

C. The Superintendent shall deliver his written findings and determination within ten school days after his meeting with the grievant, mailing or delivering a copy to the Association President.

#### **Stage III:**

A. The grievant may, with the written approval of the Association's Grievance Committee, and, within ten school days after his receipt of the Superintendent's written decision, file his written notice of appeal with the President of the Board of Education and the Superintendent.

B. The Board of Education shall hold a hearing within ten school days thereafter and shall deliver its written decision within ten school days of the hearing.

#### **Stage IV:**

A. In the event that the Association is not satisfied with the Stage III decision, or in the event that the Board of Education elects not to review the grievance at Stage III, the Association or the Board may elect arbitration.

B. Such request shall be made in writing and be made within fifteen school days of the decision received in Stage III.

C. Within ten school days of the request for arbitration, the parties shall meet to agree upon an arbitrator.

D. If no arbitrator is mutually acceptable, the party requesting arbitration shall file a demand for arbitration with the American Arbitration Association ("AAA"). The demand will request that the American Arbitration Association submit a panel of arbitrators so that a single arbitrator may be selected by mutual agreement by the Association and the District in accordance with the rules and regulations of the American Arbitration Association. Despite receiving a list of arbitrators and the AAA rules, the parties may mutually select an arbitrator who is not listed on the AAA list.

E. The arbitrator chosen shall hold a hearing and determine the matter in accordance with the rules of the AAA, and his award shall be binding on both parties. The arbitrator's award shall set forth findings of fact, reasons and conclusions on the issue submitted for arbitration.

F. By mutual agreement of the Association and the District, more than one grievance may be submitted to the same arbitrator.

G. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which adds to, deletes from, or in any way changes, alters or modifies the terms of this Agreement.

H. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association. Each party will bear the expenses of its case, such as witnesses.

#### **Section 4: Basic Principles**

A. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

B. At any step of the grievance procedure, upon mutual agreement of the parties, the grievance may be passed to the next step by the grievant within ten school days.

C. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his or her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

D. Between July 1 and September 1 because school is not in session, references to "school days" shall refer to business week days (excluding holidays and weekends). However, the grievance process will be suspended for any period between July 1 and September 1 during which a necessary party is unavailable to participate.

E. Grievance proceedings shall be scheduled at times mutually agreeable to all parties.

F. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

#### **Section 5: Disciplinary Procedures**

A. A teacher who has successfully completed his or her probationary period following appointment to his or her position and has obtained tenure shall not be disciplined or discharged except for just cause.

B. If there is disagreement over whether just cause exists, this question shall properly be the subject of the grievance and arbitration procedure under Article VII of this Agreement, and a grievance may be filed according to the terms of the Procedures in Section 3 of Article VII, except that the grievance shall be submitted initially at Stage III.

C. It is understood that Sections 3020 and 3020-a of the Education Law are hereby waived in their entirety, and that the Article VII procedures of this Agreement are substituted therefore.

D. Each bargaining unit employee who accepts the position of teacher thereby elects Article VII as a remedy in lieu Section 3020-a.

E. This Section shall not affect the rights of teachers under other provisions of the Education Law.

F. The grievance and arbitration procedures do not apply to the discipline or discharge of nurses. For those nurses covered by Section 75 of the Civil Service Law, the procedures set forth in Section 75 shall apply, except that instead of a hearing officer appointed under Section 75, the arbitration procedure will be used for the hearing process.

G. The District may suspend a teacher without pay if the teacher is convicted of a felony involving violence or threatened violence to a person(s).

## **ARTICLE VIII PROFESSIONAL PLACEMENT**

All administrative, supervisory, professional staff, or nurse positions should be filled pursuant to the following procedures:

**Section 1:** Notification should be made to the president of the Association, and every effort should be made to post the vacancies in the faculty bulletins for each building in the District so that any interested persons may apply.

**Section 2:** Notification should clearly set forth a description of and the required qualifications for the position.

**Section 3:**

A. Candidates should file an application with the Superintendent within the time limit specified in the notice.

B. Candidates from within and outside the system should be considered by the District.

C. All applicants will be notified by letter of the filling of vacancy.

## **ARTICLE IX INVOLUNTARY AND VOLUNTARY TRANSFERS**

The Association and the District jointly state that teacher transfers are necessary from time to time.

**Section 1:**

A. When deemed appropriate for positions publicly anticipated to be vacant (such as publicly announced: resignations, enrollment increases resulting in additional positions, or staff reductions), the District generally will publicize such positions and provide reasonable time for submission of requests for voluntary transfers from interested teachers, with the District retaining its final discretion to make any voluntary and/or involuntary transfers.

B. When such vacancy is publicly anticipated to occur during the current school year in which school is in session, the District will publicize the anticipated vacancy and provide reasonable time for submission of voluntary transfer requests, before transferring.

C. When by March 1 such vacancy is publicly anticipated to be vacant for a subsequent school year, the District generally will publicize the anticipated vacancy by March 15 and accept requests for transfer from interested teachers until April 1.



**Section 2:** When a teacher is to be informed of an involuntary transfer, the NTA President will be informed, in advance of such impending meeting to arrange for union representation to be available, and that teacher has the option of having a union representative present.

## **ARTICLE X ASSIGNMENT TRANSFER**

### **Section 1:**

- A. Any teacher or nurse may apply for any opening.
- B. A teacher or nurse wishing to change grade levels and/or department levels should fill out a "Request for a Transfer" form.
- C. In making transfers, every effort will be made by the administration to give priority to those teachers and nurses having filed a "Request for a Transfer" form.

### **Section 2:**

- A. Teachers will be notified in writing of their Fall teaching assignment as soon as practicable and under normal circumstances no later than August 1.
- B. In cases of extenuating circumstances, teachers and nurses will be notified as soon as possible of a change in their assignment.

## **ARTICLE XI WORK YEAR**

**Section 1:** The work year shall consist of 186 workdays.

## **ARTICLE XII SCHOOL CALENDAR**

**Section 1:** Association recommendations for the school calendar may be filed with the District Superintendent on or before February 1.

## **ARTICLE XIII PROFESSIONAL IMPROVEMENT**

**Section 1:** The Superintendent and the Newark Teachers' Association recommend that all members of the staff successfully complete additional professional study.

## **ARTICLE XIV PARAPROFESSIONALS**

**Section 1:** Whereas a teacher's primary responsibility is to teach, it is to the advantage of the students that a teacher's energies, to the extent possible, be utilized to this end. Therefore, where feasible, the administration and the Association shall consult

with each other as to the need, numbers, and kinds of paraprofessionals and part-time clerical employees.

**ARTICLE XV**  
**CLASS SIZE, SECONDARY LOAD, ELEMENTARY SCHEDULE**

**Section 1:** The parties agree that the following are at the present time desirable class size limits (team teaching and large group instruction excepted).

**A. Elementary School**

Kindergarten:	18-22 students per teacher (It is proposed that there be no more than 20 in a class unless a true kindergarten is available.)
Grades 1-3:	20-24 students per teacher
Grades 4-5:	22-26 students per teacher

**B. Middle School - High School**

Grades 6-12:	English - Total of 100 -125 pupils per day
Grades 6-12	Other Courses – Total of 125 pupils per day

**Section 2: Secondary Class Load Guidelines:**

A. The parties agree that the desirable secondary teaching load at the present time, based on a nine-period day, is five teaching periods and one supervisory assignment (team teaching, large group instruction and experimental programs excepted), with a maximum of six teaching periods and no supervisory periods, or five teaching periods and two supervisory periods (in the Middle School, which currently has ten periods per day, "supervisory" includes assigned team meetings).

B. The District agrees to ask for volunteers before assigning a teacher to six periods. The District is committed to trying to achieve this desirable load for the educational benefits of the students.

C. In experimental programs, the guidelines above shall be waived if the number of minutes of teaching contact per week does not exceed the weekly equivalent of six periods of teaching per day in a nine-period schedule.

**Section 3: Elementary School Schedule**

A. Staff conference days are provided by Article III, Section 2(C).

B. The District agrees to use one unused snow day in June for Elementary School recordkeeping if available for use, or 1/2 day staff conference day if a snow day is not available for use. The date will be mutually agreed to by the parties, and will be free of building meetings and workshops.

C. All elementary teachers will have no less than thirty minutes during student's day for preparation, except when the teacher's daily routine is altered and the teaching day is shortened due to a bomb scare, snow delay in starting time, or other event which is not part of the daily routine.

## **ARTICLE XVI BASIC SALARY INFORMATION**

### **Section 1: Salary**

A. All increases apply only to individuals employed during the term of this Agreement as of the effective date of increases in the years covered by this Agreement as set forth below.

B. The parties agree that for the 2013-14 school year, each returning unit member will receive an increase in base salary over the 2012-13 school year of 2.40% retroactive to July 1, 2013.

C. The parties agree that for the 2014-15 school year, each returning unit member will receive an increase in the base salary over the 2013-14 school year of 2.40%.

### **Section 2:**

Teachers who become certified by the National Board for Professional Teaching Standards will, upon such certification, receive \$2,500 per year added to their yearly compensation, in recognition of their exemplary teaching skills attested to by such certification. The payment would continue each year that a teacher holds such certification which generally is good for 10 years, but may be renewed. Such compensation is not part of the teacher's base salary.

### **Section 3: Part-Time Teachers**

A. Teachers who work a full school year on a part-time basis will receive an increase in salary at the same rate as full time teachers each consecutive year taught.

B. The salary for such a teacher shall be prorated based on the percentage of the professional day the teacher has assigned responsibility.

**ARTICLE XVII**  
**ADDITIONAL SALARY/COMPENSATION INFORMATION**

**Section 1: Extra Curricular - Athletic/Non-Athletic**

A. Allowances will be made on a yearly basis for the specific extra duties as set out in Appendix A, B and/or C to this Agreement.

B. Category changes of the A, B, and C schedules by mutual consent of the Superintendent of Schools and the President of the Newark Teachers' Association may be made.

**Section 2: Master's Degree**

A. During the 2010-13 Agreement the District agreed to pay \$500 for unit members who had a Master's Degree. Effective July 1, 2013, the amount will be increased to \$570; and effective July 1, 2014, the amount will be increased to \$630.

**Section 3: Salary Credit**

A. Salary credit for teachers should be based on units of one (1) approved hour of credit beyond the Bachelor's Degree, at the rate of \$24.00, for each unit taken on or before September 1, 1982.

B. Credit beyond the Bachelor's Degree taken after September 1, 1982 will be reimbursed by the District at the rate of \$36.00 for each unit.

C. Such credit and salary adjustment may be submitted twice each school year (1) prior to September 10 and (2) prior to February 10.

D. The maximum number of hours to be recognized for salary purposes shall be 90.

E. Effective July 1, 2006, the total dollar amounts of salary credit using the rates under both Sections 3A and 3B above shall be treated as part of a member's base salary, in that such amounts will be increased by the same percentage increases as specified in Article XVI, Section 1.

**Section 4: Course Approval**

A. All courses submitted for approval by the Superintendent must be acceptable by an accredited college or university for graduate degree credit. Official transcripts of graduate credit hours earned must be filed with the Superintendent of Schools immediately upon completion of work. Salary adjustments shall be made only when such date is on file in the Superintendent's Office.

B. Approval may be requested for Masters degree programs from the Superintendent. Courses taken as part of approved masters programs do not require

approval on an individual course basis if accepted by the college or university as part of the degree program.

#### **Section 5: In Service**

Both parties agree that there is a continuing need for improvement through in-service education. The District is encouraged to provide such opportunities and the faculty is encouraged to participate. Any participation in summer in-service by teachers will be reimbursed at the summer curriculum rate. All in-service and graduate hours must receive prior written approval from the Superintendent of Schools and all hours beyond sixty must meet the following additional qualifications.

- A. Be in the teacher's subject field or necessary for certification.
- B. Professional activities not in the teacher's subject field may be considered.
- C. In-service credit hours may qualify for payment with prior approval of the Superintendent. The rate of payment will be negotiated.
- D. Training designated by the Superintendent will be accumulated and one (1) hour of in-service credit will be given for each fifteen (15) hours of designated training.

#### **Section 6: Curriculum/Staff Development/Shared Decision Making Work**

- A. Effective upon the execution (after ratification) of this agreement, curriculum work shall be paid at the rate of \$23.00 per hour for a six hour day, and that rate shall be \$24.00 per hour effective the following July 1, 2011, and \$25.00 per hour effective the subsequent July 1, 2012. Unit members will be notified of opportunities for curriculum work.
- B. Effective upon the execution (after ratification) of this agreement, staff development shall be paid at the rate of \$23.00 per hour for a six hour day, and that rate shall be \$24.00 per hour effective the following July 1, 2011, and \$25 per hour effective the subsequent July 1, 2012.
- C. Participation by teachers in Shared Decision Making Committees during the school year and on school recesses (including summers) is a voluntary, unpaid activity, with the same expectations and conditions as other committee participation.

#### **Section 7: Catalog Professional Materials**

- A. When a teacher with at least ten (10) years in Newark School District notifies the Superintendent that he/she wishes to organize and catalog all of his/her professional materials for future use by the District, or if the District wishes to utilize the expertise of the teacher as a resource person,

the Superintendent may, at his discretion, employ the staff member for a full twelve month period.

- B. Application should be made to the Superintendent by May 1.

**Section 8: Discretionary Salary Supplement**

- A. After consultation with the President of NTA, the Superintendent will adopt a list of committees, services on which is deemed to be of such nature, magnitude, and/or skill level as to be beyond the scope of normal teaching responsibilities, and therefore deserving of additional pay.
- B. Serving on these committees is at the sole discretion of the Superintendent.

**Section 9: Program Supervisors**

- A. In subject areas where no program supervisors exist, these departments collectively will be supervised by one program supervisor.
- B. Program supervisors will receive an annual stipend of \$2,500.

**Section 10: Driver Education**

- A. Part-time driver education teachers will be paid \$27 per hour of instruction in 2005.

July 1, 2005	\$27.00
July 1, 2006	\$27.81
July 1, 2007	\$28.64
July 1, 2008	\$29.50
July 1, 2009	\$30.39

**Section 11: Mileage Reimbursement**

Teachers will be reimbursed at the rate per mile established by the Internal Revenue Service for travel between buildings outside of the Village as required in the course of performing their duties.

**Section 12: Initial Hiring Salary**

Nothing in this salary agreement shall be interpreted as preventing the initial employment of teachers or nurses with experience at any salary level.

## **ARTICLE XVIII HEALTH INSURANCE**

### **Section 1:**

A. The health care premium percentages and health care plans in the following paragraph are being retained in this contract for historical reasons at the request of the NTA. Current premium percentages and health care plans begin in Part B. of this section. Effective December 1, 2006, the District will pay 87 percent of the premium for the least expensive insurance plan currently offered through the District (or equivalent coverage) in which the unit member is otherwise eligible to enroll (single, two-person, family, etc.), and each unit member who enrolls in such insurance offered through the District shall pay 13 percent of such least expensive available coverage (plus any difference between that insurance coverage cost and the cost of any other plan offered through the District for which they are eligible and in which they elect to enroll). Effective July 1, 2011, the District will pay 86% and the unit member 14%. Effective July 1, 2012, the District will pay 85% and the unit member 15%. The District shall continue to offer the coverages it currently offers. The District currently offers the following coverage: the Non-Monroe County Municipal School District Program (Blue Million), Blue Choice, Blue Choice Select and BluePoint2 Select.- Effective December 1, 2006, BluePoint 2 Select will be offered with the \$10/\$25/\$40 three tier prescription co-pay option. In the event that a plan is no longer available, an equivalent plan will be offered, if available. Unit members also may enroll in Healthy Blue plans offered by the District by paying the same percentages that the employee would pay for the plans as set forth above.

B. Effective July 1, 2013, the District will pay 85% and the unit member will pay 15%. The base plan will be Blue Point 2 Value - \$20 co-pay with \$0/30/50 prescription co-pay plan and the District will offer the following coverages:

- Blue Point 2 Select - \$15 copay with \$10/25/40 prescription co-pay plan
- Blue Point 2 Value - \$20 co-pay with \$0/30/50 prescription co-pay plan (Base)
- Healthy Blue - \$15/\$25 copay with \$5/25/50 prescription co-pay plan
- Healthy Blue - \$30/\$50 copay with \$5/35/70 prescription co-pay plan
- Healthy Blue High Deductible "50" plan with 50% of the Health Savings Account (HSA) funded by the District with a \$5/35/70 prescription co-pay plan after the plan's deductible has been met.

C. Any unit member who enrolls or is enrolled in one of the group health care plans offered by the District can apply the value of the District's 85% contribution as measured by the Blue Point 2 Value (\$20 co-pay) plan with a \$0/30/50 prescription co-pay plan toward any of the plans offered by the District, either a plan that is more expensive or less expensive in terms of cost, however, with the exception being the

Healthy Blue High Deductible "50" plan. The District will not pay more than 95% of the cost of the health care plan chosen. If the plan chosen is more expensive in terms of cost than the base plan, the unit member must pay the difference in cost.

D. The Association will partner with the District to help inform unit members of all health care options.

E. To the extent permitted by law and plan documents, unit members may pay such amounts for health insurance premiums through their allocations to their flexible spending accounts or the medical expense reimbursement plan if permitted, to obtain pre-tax treatment.

## **Section 2: HMO's**

The District shall provide employees with available and qualified HMO's. The District agrees to pay the dollar amount equal to what it pays for the least expensive insurance plan currently offered through the District for appropriate coverage.

## **Section 3: Dependents/Spouse**

A. If an employee and that employee's spouse are eligible for District coverage and do not have any eligible dependents, the employee and the spouse will each be provided with individual coverage. If both the employee and the employee's spouse are employed by the District, one of the two may elect in writing family plan coverage if they have an eligible dependent, and otherwise shall each be provided with single coverage. Eligible employees shall enroll in the least costly of a two-person plan, two single plans, or a family plan, as set forth below.

B. If an employee's spouse receives family health insurance coverage from the spouse's employer, the employee shall not be eligible for family coverage, but may still elect in writing to continue single coverage.

## **Section 4: Buy Out**

A. At the present time, employees otherwise eligible for health insurance coverage by the District may waive such coverage and receive a buy-out payment, as set forth below. Should the employee's spouse become ineligible for health coverage, the employee may subscribe to the District's plan as provided above. In this event, the employee's family will become eligible for benefits by the first day of the month following written request to the District Office and completion of all necessary application forms.

B. Those employees otherwise eligible for health insurance coverage by the District who withdraw and waive such coverage will receive the following payment:

Eligible for family or two-person coverage	\$630.00 annually
Eligible for single coverage	\$630.00 annually



C. Payment is conditional upon proof of coverage through another source, and the annual amount shall be paid in two equal installments at the end of six months (December 30) and twelve months (June 30) without District coverage.

D. Teachers will be notified before the final day of school each year whether this provision will be effective, and if not, allowed an opportunity to rescind their withdrawal.

#### **Section 5: Personal Copy of Health Plan**

A copy of the Plan (which during the term of this Agreement) governs the benefits provided under this Section will be provided to each teacher and will be available for review upon reasonable notice at the District Office.

#### **Section 6: Retirement Health Insurance**

A. Upon retirement during the term of this Agreement, the District will contribute toward the cost of continuing the health coverage at the same percentage of District contribution in effect at the time of retirement for teachers and nurses who retire (i.e., resign from employment with the District and qualify for retirement benefits) at the normal retirement age while in the District's service under the New York State teachers/employees (for teachers & nurses respectively) retirement plan with at least twenty years of full-time continuous service with the District, at the contribution level for employees in effect at the time of retirement, with the understanding that retirees when they reach eligibility for Medicare retirees shall enroll in a Medicare Advantage plan (Medicare Blue Choice High Option or Low Option) or a Supplemental C plan which includes a creditable Part D drug rider equivalent to the current rider of Simply Prescriptions, and the District is required to contribute only toward the cost of such Medicare Advantage or Supplemental C plan which includes a creditable Part D drug rider equivalent to the current rider of Simply Prescriptions (over and above that provided by Medicare) for such retirees after reaching Medicare eligibility. (Continuous service definition – see Article XXV, Section 4). However, unit members hired full-time after January 31, 2007, upon their retirement will have the same health insurance plan, and the District will make the same contribution to the amount of premium, as applicable to active employees, as the amount and plan may change from time to time. When these unit members reach eligibility for Medicare, they shall enroll in a Medicare Advantage plan (Medicare Blue Choice High Option or Low Option) or a Supplemental C plan which includes a creditable Part D drug rider equivalent to the current rider of Simply Prescriptions, and the District is required to contribute only toward the cost of such Medicare Advantage or Supplemental C plan which includes a creditable Part D drug rider equivalent to the current rider of Simply Prescriptions (over and above that provided by Medicare) for such retirees after reaching Medicare eligibility.

B. This provision will not apply to any employee who is eligible for health insurance coverage through another source after retiring, such as through a spouse's employer or through his or her own continued employment after retiring from the District. In such circumstances, the retiree must first use the health insurance of a spouse if he or she continues to be employed.

C. If the spouse is no longer eligible for health insurance from such other source, the teacher may return to the Newark health plan under the conditions which existed at the time of retirement. The spouse may come under District group coverage as well at their own cost. There is no time limit in which this return must take place.

D. A surviving spouse (of the teacher) who is covered by the District's health plan at the time the teacher becomes deceased may continue coverage at his or her own cost.

E. Any unit member appointed on or after July 1, 2014, will be eligible for this retiree health care benefit up to the point in time when the former unit member becomes "Medicare eligible" at which time the retiree health care benefit paid for by the District will be payable on behalf of the retired employee and not payable on behalf of the spouse, if any, of retired unit employee.

#### **Section 7: Nurse's Retirement**

A. The District will provide the career retirement plan under Section 75i, with the sick day conversion feature (Section 41j) and death benefit provision (Section 60b), in effect for the duration of this agreement.

#### **Section 8: Plan Discontinued**

If there comes a time when the FLASHP consortium or Excellus discontinues one of the health care plans that is offered for enrollment, the parties shall, upon the request of the other party, promptly meet and begin the process of negotiations in an attempt to find a mutually acceptable plan to replace the discontinued plan or a negotiated agreement to resolve the loss of a health care plan. The parties understand that any replacement plan will not likely be identical in terms of the benefits and limitations set out in the plan.

If the parties cannot agree on a plan or course of action to resolve the issues associated with the loss of a health care plan, either party may declare impasse on this issue and seek assistance from the NYS PERB, or, in the alternative, the parties may then agree on the selection of an outside mediator or facilitator to help the parties reach agreement on the issues involved in the loss of a health care plan. The cost of any outside mediator or facilitator is to be split 50%/50% by the parties.

#### **Section 9: Medical Expense Reimbursement Plan**

A. The District agrees to provide, subject to applicable rulings and procedures of the Internal Revenue Service, a medical expense reimbursement plan. Effective July 1, 2004, the District shall reimburse teachers the amount of \$325 for any qualified medical expenses and effective June 30, 2005, nurses shall be reimbursed at a pro-rata, two tier rate of 60% of the amount provided for teachers. Effective July 1,

2006, the District shall reimburse teachers the amount of \$500 for any qualified medical expenses and effective June 30, 2005, nurses shall be reimbursed at a pro-rata, two tier rate of 60% of the amount provided for teachers. Any amounts not reimbursed to an eligible teacher/nurse in one year will be added to the amount available for reimbursement in the next year beginning on July 1 of that next year.

B. On or about January 1, 2014, the Medical Reimbursement Plan that is described in Article XVIII, Section 9, Subsection A, of \$500 per plan year will come to an end and the amounts on account to each unit member will then be available for reimbursement to the unit member until June 30, 2015.

C. Effective July 1, 2014, the District will substitute a \$550 annual stipend payment instead of the medical expense reimbursement plan to teachers and nurses will be reimbursed at a pro-rata, two-tier rate of 60% of the amount provided for teachers. This stipend will be subject to legal deductions.

#### **Section 10: Flexible Benefits Account Plan**

A. The District agrees, subject to applicable rulings and procedures of the Internal Revenue Service, to provide a qualified flexible benefits account plan.

B. Employees (teachers and nurses) may, at their option, designate a portion of their salaries to be allocated to this plan for dependent care assistance benefits, or accident or health benefits in accordance with the requirements of the plan.

C. Employees (teachers and nurses) should carefully consider the fact that amounts not spent by the end of the plan year, December 31, do not roll over and are forfeited.

D. Effective for any plan year that follows 2012 plan year, each unit member's salary contribution will be limited to no more than \$2,500 per plan year. This limit is to be adjusted each year by federal regulations.

### **ARTICLE XIX SALARY PAYMENT SCHEDULE/DEPOSIT**

#### **Section 1: Salary Payment Schedule**

A. For the 2013-14 school year, the Board and the Association agree that the schedule for salary payment shall be chosen by the individual (teachers and nurses) from either of the schedules below:

B. Every other Friday. Each payment shall be in the amount equal to 1/26<sup>th</sup> of the annual salary minus all duly authorized deductions. On the last school day of the last month of the school year, the remaining 5/26 of the annual salary minus all duly authorized deductions will be paid. It is understood that the total of the payments shall be equal to the total annual salary as adjusted mid-year, if applicable, and, therefore, election of this payment option shall not result in a lesser or greater total pay than the payment option in Section 1(C), below.

C. Every other Friday. Each payment will be in the amount equal to 1/21 of the annual salary minus all duly authorized deductions. These payments to be made for a ten-month period from September to June.

D. Effective with the 2014-15 work year, pay dates are to be the 15<sup>th</sup> and 30<sup>th</sup> of each month of employment. The second payment for the month of February will occur on the last day of the month. These payments are to be made for a ten (10) month period from September through June. The schedule for salary payment shall be chosen by the unit member from one of the two (2) options below:

(i) Each payment shall be the amount equal to 1/24<sup>th</sup> of the annual salary minus all duly authorized deductions. On the last day of the last month of the school year, the remaining 5/24<sup>th</sup> of the annual salary minus all duly authorized deductions will be paid.

(ii) Each payment shall be in an amount equal to 1/20<sup>th</sup> of the annual salary minus all authorized deductions.

## **Section 2: Deposit Location**

A. All unit members' compensation will be disbursed directly into member's financial institution account via direct deposit, except when the union and the District agree that special circumstances shown in confidence merit temporary suspension of direct deposit for an employee. Upon the Association President and the Superintendent (or their respective designees) agreeing to an exception, a date for the expiration of that exception and for a review for possible renewal will be set based on the circumstances. Notice of changes in banks, accounts, exceptions, or payroll information must be received two weeks in advance of the pay date on which they are to be effective to avoid delays in receiving pay. Administrative arrangements necessitate two weeks' notice for changes of banking accounts. Change requests must include the routing and account numbers of the new bank account as shown on a check.

B. In the event that the National Automated Clearing House procedures become available through the Wayne – Finger Lakes BOCES, the District and the Association may, at their discretion, mutually agree in writing to adopt those procedures.

C. The District agrees to transmit the net payroll from any teacher or nurse wishing to deposit their entire paycheck in the financial institution designated by the teacher or nurse. This procedure will continue indefinitely until the District is notified in writing by the teacher or nurse for discontinuance of this transmittal.

### **Section 3: NYSUT Benefit Trust**

The District agrees to payroll deduction for all benefits offered through NYSUT Benefit Trust Program.

## **ARTICLE XX EMPLOYEE LEAVES**

### **Section 1: Yearly/cumulative allotment**

A. All teachers and nurses, except substitutes, shall be granted fourteen (14) days per year of sick leave with full pay, such allowances to be cumulative to 228 days.

B. Up to three of these 14 days may be used as personal days as described in Article 20, Section 3.

### **Section 2: Immediate family illness/bereavement**

A. Use of Sick Leave for Family Illness: Of the fourteen (14) days granted, a total of ten (10) paid Sick Leave days may be used for illness in the employee's immediate family as defined in Article 20.2(D) with the addition of "step" relations in the same degree with whom the employee has resided or cared for during an extended period of time. Also, the three (3) days of paid Personal Leave in 20.4(A) may be used for an illness in the employee's immediate family (20.2(D) and "step" relations) upon the exhaustion of the ten (10) Sick Leave days as noted above. In addition, the Superintendent may grant one (1) additional paid Personal Leave day (to be deducted from the employee's annual sick leave) at his/her discretion.

B. Bereavement Leave: Three (3) paid Bereavement Leave days may be used for a death in the employee's immediate family as defined in Article 20.2(D) and "step" relations with the same degree and (E) for each instance of death. One of these days may be reserved for a Spring burial.

Also, one paid Bereavement Leave day may be used for other family member's deaths, for each instance of death. Other family members shall be defined as cousins, nephews/nieces, sons-in-law, daughters-in-law and other relatives living in the household.

C. Up to two (2) additional paid Bereavement Days may be taken with approval, and at the discretion, of the Superintendent of Schools, or his/her designee, and deducted from the employee's accumulated and unused sick leave.

Sick days used for bereavement will be deducted first from the employee's remaining portion of that year's allotment of 14 days, and then, if necessary, from the individual's accumulated sick leave.

D. In the case of illness in the immediate family, the immediate family shall be defined as spouse, children, parents, parents of the spouse, brother or sister, a person from whom a teacher or nurse serves as a court-appointed guardian or conservator, and relatives living in the household.

E. In the case of death in the immediate family, immediate family shall be expanded to include grandparents, aunts, uncles, brothers-in-law and sisters-in-law.

F. A teacher or nurse who has used the maximum of ten (10) days of sick leave set forth above for illness in the immediate family may apply to the Superintendent for permission to use up to an additional 10 days of his or her accrued sick leave for the catastrophic illness of the teacher's or nurse's spouse or child. The application must include documentation from a hospital, hospice, health-related facility or similar care of catastrophic illness requiring hospitalization. If approved, such leave may be used only for the period of hospitalization plus the day of discharge for back-to-home transition. If approved, the days used will be deducted first from the employee's remaining portion of that year's allotment of 14 days, and then, if necessary, from the individual's accumulated sick leave.

G. If a unit member has used the ten (10) sick days (and, if applicable and approved, has used the additional ten (10) sick days) allotted above for family illness in any year and can show cause for using additional family illness leave, which is the same or is beyond the catastrophic illness provided by Article XX(2)(F), the employee may be granted up to a maximum of twenty-five (25) family illness days. It is understood that this family illness leave is to be used as the final form of family illness leave to be granted under this Agreement.

H. Teachers must identify the nature of the leave used by differentiating whether it is for a personal day, personal illness, family illness or bereavement leave to enable the above accounting.

### **Section 3: Personal Leave**

A. All full-time teachers or nurses shall be eligible for up to three days personal leave per year with pay to be subtracted from sick leave.

B. No reason need be stated on the leave form. Leave may only be used for personal business requiring absence during the school day and not for recreational activities or recreational travel. Upon showing of evidence by the District to the unit member and the NTA President of a unit member misusing such leave, the unit member will be required to give the reason why the leave was taken.

C. The following are examples to help define "personal business": wedding travel and preparation, emergency unit member's child care, banking business/legal/court appointments, religious observances, among others.

D. All personal leaves must have written approval of the Superintendent or his designee.

E. Substituting four one-half days for two full days is permitted.

F. Number of teachers absent for a personal day shall be limited:

Senior High School	4
Middle School	4
Elementary Schools	6

G. Request for such leave will be submitted by completing the personal day request form supplied by the building principal.

H. The Superintendent of Schools may grant a personal day at his discretion.

I. Personal days may not be used for recreation or vacation immediately before or after a vacation period.

J. "Vacation Period" has been defined as Thanksgiving, Christmas, February Break and Spring Recess.

K. Personal days may be used prior to a holiday weekend.

L. Time off for the extension of vacation will be permitted if approved by the Superintendent as unpaid leave.

#### **Section 4: Leaves of Absence**

A. One (1) day paid leave will be allowed the parent(s) (unit member) to attend to: (1) the delivery of their child or (2) the placement in their home of a child for adoption or of a foster child, and the term "illness" in Article XX, Section 2(a) allowing the use of sick leave for family illness will be deemed to include the day the child comes home from a birthing center, for the father and for the mother of the child (if unit members), providing such event(s) occur on a day school is in session.

B. A teacher or nurse confronted with circumstances related to health and family conditions may file a written request for leave. Such application should be made as far in advance of the leave requested as feasible, and shall include the teacher's or nurse's estimated or intended date for commencement of such leave and the intended date for return to work. The return date is ordinarily to be at the beginning of a semester. The application for leave must be approved by action of the Board of Education, upon recommendation of the Superintendent. The Family and Medical Leave Act provisions are adopted, and leave there provided is not in addition to paid or unpaid leave under this agreement.

C. Any teacher or nurse in the school system who has been given tenure and who requests a leave of absence for study and/or travel may be granted a leave of absence, providing a replacement satisfactory to the administration and to the Board

can be secured on or before May 15 of the school year preceding the school year in which the leave of absence is to be taken.

D. The teacher or nurse shall advise the Superintendent of his/her intent to request such leave by April 15.

#### **Section 5: Sabbatical Leave**

Upon request of any professional employee, except nurses, who has served the school District for at least seven (7) years, sabbatical leave not to exceed one year for the specific purpose of completing the residence requirements at a recognized college or university for an advanced degree, or other activities deemed beneficial by the school District, may be granted, with one-half the salary to which said employee would be entitled during the ensuing year, provided said employee executes the written form provided by the District obligating the employee to return to his position in the District for a least three (3) years following said sabbatical leave, or otherwise to be liable for the one-half salary, and benefits if any, paid by the District. The number of sabbatical leaves shall be limited to one in any school year. Board of Education approval is required.

#### **Section 6: Prorated Benefits**

Part-time teachers and nurses, excluding substitutes, shall receive sick and personal benefits on a prorated basis.

#### **Section 7: Notification – Leave Accumulation**

Teachers and nurses shall be notified of their accumulated sick leave days at the beginning of each school year.

#### **Section 8: Notice of Intent to Return from Leave**

The District and the Association agree that employees subject to the collective bargaining agreement must notify the District whether or not they intend to return from approved leaves by April 1 when the anticipated return is the start of school in the same year.

#### **Section 9: Military Leave**

The Superintendent and the Association call to the attention of any employee taking a leave of absence for military duty that certain rights are afforded such an employee (teacher or nurse) under both State and federal laws, such as Section 242 and 243 of the New York State Military Law and the Uniformed Services Employment and Reemployment Rights Act (USERRA).



## **Section 10: Visiting Days**

At least one day leave for professional visitation purposes shall be available to each teacher in each three-year term of employment. The request for visitation leave must include information as to time and place of visitation and a written report of the visitation shall be filed with the administration after the leave. Full pay will be allowed, and special circumstances may warrant exceptions to this provision.

## **Section 11: Association Business (Teachers and nurses)**

A. No deductions from salary will be made because of attendance by authorized delegates at the annual meeting of the Representative Assembly of the New York State United Teachers for no more than six (6) teacher days. The Association will reimburse the District for the actual cost of substitutes for such representatives.

B. The Association President will be eligible for up to five (5) days' released time for Association business. The Association will reimburse the District for the actual cost of substitutes for such leave.

## **Section 12: Unused Leave Distribution**

A. The payment/distribution rate shall be \$64.47 per unused Sick Leave day.

B. Effective July 1, 2006, any unused days of such leave granted during or after the 2006-2007 school year, and each school year thereafter, shall only accumulate as sick leave days with no maximum for purpose of this distribution. Upon retirement, such unused accumulated sick leave days granted after July 1, 2006 shall be distributed to the unit member using the rate in Section 12A above in accordance with the following:

1. Retirement shall be from the District and when the unit member is eligible to collect service retirement benefits from the New York State Teachers Retirement System or the New York State Employees Retirement System.
2. The unit member shall receive a non-elective employer contribution equal to the dollar value of such accumulated unused leave into the retiree's 403b account within thirty (30) days of retirement.

C. If a unit member has accumulated sick leave days prior to the 2006-2007 school year and uses more than the annual number leave days in a given school year, such pre-2006 accumulated leave days will be used before using post-2006 accumulated days.

## **ARTICLE XXI SICK LEAVE BANK**

**Section 1:** There shall be established a sick leave bank to be available to all professional employees (including nurses). The intention of this sick leave bank is to

protect the members from financial burden due to serious illness or injury. It is not intended to be a solution to the problem of exhaustion of a member's sick days.

**Section 2:** On an optional basis, teachers and nurses will contribute one sick day per year to a sick leave bank to be deducted from their accumulated sick leave. To join the sick leave bank, a teacher or nurse must submit the completed authorized form by October 15 of each year.

**Section 3:** Teachers and nurses participating in the sick leave bank and who have used all their own sick days, may draw sick leave coverage from the sick leave bank provided they take the following steps:

A. Apply for the coverage through a screening committee composed of association president, two member teachers, Superintendent, Assistant Superintendent and one other administrator.

B. Present to the screening committee a written medical statement supporting the legitimacy and need of the sick leave request and the completed authorized form.

C. Sick leave bank payments will begin only after ten consecutive work days absence have occurred and the member's sick leave days are exhausted.

**Section 4:** The sick leave bank will cover only those teachers who have contributed to the bank and only for personal illness incidents. The maximum number of days to be held in and available from the sick leave bank shall not exceed the total number of days voluntarily contributed by teachers as of October 15.

**Section 5:** Any teacher participating in the sick leave bank will be limited to withdrawing from the bank a total of thirty (30) days' coverage; the teacher may then reapply to the screening committee for further coverage. The maximum number of days a teacher may receive from the sick leave bank during their employment in the District shall be 150.

**Section 6:** Each teacher enrolling in the bank will donate one day of his sick leave to the bank each year until there is approximately 200 days, excepting new membership. No more days will be added, except by new membership, until the bank is depleted to 125 days. Those teachers joining as new members shall contribute one day per year until they reach the maximum given by any one member (i.e., all members of the bank shall give the same number of days over an extended period of time).

**Section 7:** Once in the bank a member cannot withdraw except in writing to the Association President and the days contributed would be forfeited. The Association President will as soon as possible notify the District Office in writing of any teacher/nurse withdrawal.

## **ARTICLE XXII JOB-RELATED INJURY**

### **Section 1: Exception to Exhaustion of Individual Leave:**

A. If a teacher is absent because he or she is unable to work due to injuries caused by an assault at the school while the teacher is on duty, the teacher may have an exception to the provision requiring the exhaustion of a teacher's individual sick leave before using sick bank leave, under the following conditions.

B. If the teacher is currently enrolled in the sick bank in the current year and is not otherwise ineligible to use sick bank leave, the teacher may use leave from the sick bank (before exhausting his or her own accumulated sick leave) for up to the first 10 days of an absence which would qualify for Workers' Compensation.

C. If the teacher first uses these 10 days from the sick bank and continues to be unable to work, the teacher may then use his or her own accumulated sick leave to the extent otherwise eligible to do so.

D. If the teacher is unable to work after exhausting all of his or her own accumulated leave, he or she may apply for further sick bank leave according to the provisions of this Article.

## **ARTICLE XXIII TEACHER EVALUATION**

### **Section 1: Purpose**

The purpose of the teacher evaluation program is two-fold:

- A. To improve instruction.
- B. To help in determining whether a teacher will be continued in employment, and after the probationary period, to be recommended for tenure.

### **Section 2: Formal Evaluation Schedule for Tenured Teachers**

The District will provide to the Association by October 1<sup>st</sup> a list of all tenured teachers scheduled to be formally evaluated during the school year. The list will include the name of each teacher and the administrator assigned as the evaluator. Each individual teacher scheduled for a formal evaluation will also receive notification from the District by September 20.

### **Section 3: Evaluation Procedures for Tenured Teachers Whose Most Recent Full Evaluation was at Least Satisfactory**

- A. Annual fall conference with assigned administrator.
- B. Formal observation process every third year.

C. Teacher-written end of each year narrative (based on Annual Professional Performance Review, APPR, criteria.)

D. Administrator-written narrative (based on APPR criteria) every third year, as part of the formal evaluation.

E. End of year conference.

- Mandatory every third year (during formal observation year).
- Teacher or District has option of conference in years 1 and 2.

#### **Section 4: Annual Evaluation Procedures for Non-Tenured Teachers**

A. Annual fall conference with assigned administrator.

B. Formal observation process.

C. Teacher-written end of year narrative (based on Annual Professional Performance Review, APPR, criteria).

D. Administrator-written narrative (based on APPR criteria).

E. End of year conference.

#### **Section 5: Annual Fall Conference**

The purpose of this scheduled conference is to discuss performance standards, goals of the District for curricula, assessment practices, evaluation instruments, and expectations of both parties. These discussions shall be related to the 1999 State regulations for Annual Professional Performance Reviews as set forth in Appendix F, as these regulations may be revised by the State from time to time. This conference will consist of a designated administrator and the teacher.

#### **Section 6: Observations**

A. It is agreed that all observations of the work performance of teachers will be conducted openly.

B. It is understood that evaluation encompasses broader areas than the so-called formal observation and may include, but not be limited to, evidence of planning and preparation, professional responsibility to students, colleagues and parents, and evidence of professional growth.

C. Observations are visits to classrooms made by an administrator to obtain information about the instructional program and teacher performance in a classroom as they relate to District goals. This information will be utilized for teacher performance evaluation and to assist the teacher in the improvement of instruction and student achievement.

## **Section 7: Formal Observation Procedure**

A. The number of formal classroom evaluations will vary according to the individual teacher's status and to factors related to his or her own growth.

B. Non-tenured teachers will be observed at least twice during each school year. Administrative evaluation for tenured teachers will be at the discretion of the administration, except that there shall be at least one scheduled observation for tenured teachers and teachers with permanent certification every third year.

C. These formal observations will take place between October 1 and May 30 of each year.

## **Section 8: Pre-Observation Conference**

A conference will be held prior to the mandatory formal observations. Conferences may be held prior to any other formal or informal observation at the discretion of the administrator. The teacher or administrator may initiate a scheduled observation. The pre-observation meeting will be held between the administrator and the teacher. The focus of the meeting will be to discuss the lesson to be observed. The discussion may include the objectives, learning context, sequence of the lesson, student behaviors, and instructional strategies. This meeting should include any discussion that will aid the administrator in better understanding the lesson and the objectives of the lesson.

## **Section 9: Post-Observation Conference**

A. It is recognized that the post-observation conference is an important part of the evaluation process and such a conference shall be held after each formal observation.

B. This post-observation conference shall be held within five (5) school days of the formal observation.

C. Emergencies may extend the above time limit and a new date will be mutually agreed upon.

D. At the conclusion of the post-observation conference, all evaluation forms shall be filed in the teacher's personnel file. The observation will be written on the approved observation form and given to the teacher with ten (10) school days of the post-observation meeting.

E. The form shall contain the signature of both the teacher and administrator who conducted the observation.

F. The teacher's signature shall acknowledge receipt of the evaluation form and shall not necessarily signify agreement with the contents of the evaluation.

G. The teacher may attach his/her comments, if so desired.

#### **Section 10: Informal Observation**

A. In addition to the foregoing formal observation process, administrators may observe informally. During the school year, the administrator may make unscheduled observations. These will follow no pattern and may be used in conjunction with the scheduled observation for teacher performance evaluation, to obtain information on the instructional program and to assist the teacher. Such informal evaluations need not follow the procedure for the formal evaluation procedure.

B. A written report of any informal observation by an administrator may be made and entered into the teacher's personnel file.

C. If this written report is to be placed in the teacher's personnel file, the teacher's signature on the report shall indicate he or she has seen the report, but such signature shall not necessarily signify agreement with the contents of the evaluation.

D. The teacher may attach his or her comments to the report, if desired.

#### **Section 11: End-of-Year Teacher Written Narrative**

At the end of each school year, a written narrative will be prepared by each teacher discussing the APPR criteria and other aspects of the teacher's performance. This narrative will be submitted to the appropriate administrator by June 1. Administrator comments, if any, may be added to the teacher's narrative. Either the teacher or the administrator may request a conference to discuss this narrative.

#### **Section 12: End-of-Year Administrator-Written Narrative Evaluation**

A narrative evaluation will be written by the administrator for non-tenured teachers at the end of each school year and for tenured teachers whose most recent full evaluation was at least satisfactory at the end of every third year. The narrative will follow the format outlined in Appendix F. The evaluation should include suggestions, examples, and/or demonstrations of any areas in need of improvement. The narrative will indicate whether the teacher is on track for appointment to tenure.

#### **Section 13: End-of-Year Conference**

A. This conference is the last evaluation meeting between the administrator and the teacher for the school year. The purpose of the conference is to discuss the teacher's progress, three-year evaluation and final evaluation for the school year. The narrative evaluation will be discussed with the teacher at this conference.

B. For tenured teachers whose most recent full evaluation was at least satisfactory, this conference is mandatory at the end of the third year, as part of the formal evaluation. At the end of years 1 and 2, a conference is optional, and may be initiated by either the teacher or the administrator.

C. For non-tenured teachers, this conference will be held annually.

#### **Section 14: Professional Improvement Plan**

Occasionally a teacher's performance level falls below acceptable standards to the degree that an individualized professional improvement plan is necessary to regain and sustain satisfactory standards. When this occurs, an improvement plan for a teacher will be initiated upon the recommendation of a building principal and/or other appropriate administrator in writing to the Superintendent of Schools or designee.

The teacher's building principal will have a conference with the teacher and any appropriate administrator to discuss the teacher's performance and to formulate a plan designed to improve that teacher's performance. The District must provide specific areas that need improvement by the teacher. The District shall develop a plan to address areas that need improvement. The District must provide resources and services as appropriate to implement the plan. The plan should include suggestions, examples and/or demonstrations of how to address the areas of need. This plan will be reduced to writing, will reflect the involvement, if any, of those administrators present at the meeting and will be given to all those present at that meeting, as well as the Assistant Superintendent for Instruction. The building principal will be designated as plan coordinator. The major responsibility for the improvement of performance will continue to rest with the teacher. Observations shall occur to evaluate the implementation of the plan.

The Association will be notified prior to the initiation of this procedure. The Association will attend any and all meetings during this procedure at the request of the teacher.

#### **Section 15: Personnel File**

All written documents under this Article shall be included in the Teacher's Official Personnel file. Those forms include: Teacher-written year-end narrative, classroom observation(s), and the administrator-written narrative evaluations.

#### **Section 16: APPR**

A. The Association and the District developed and agreed to an Annual Professional Performance Review (APPR) plan in accordance with New York State Education Law section 3012-c. The APPR plan shall be reviewed annually for possible revision by the Association and District.

B. For the period of time that the Education Law section 3012-c exists or requires an APPR plan to be in place, Article XXIII shall only apply to those unit members not covered by the APPR plan. Should the Education Law section 3012-c cease to exist or no longer require an APPR plan to be in place, Article XXIII shall apply to all unit members.

**ARTICLE XXIV  
TEACHER OR NURSE PERSONNEL FILE**

**Section 1:**

- A. The official teacher/nurse personnel file will be maintained in the District Office.
- B. Teachers or nurses may have the right, upon request, to review the contents of the file. Such review will be under conditions established by the appropriate administrator.
- C. A teacher or nurse shall be entitled to have a personally selected representative accompany him or her during such review.

**Section 2:** Upon receipt of a written request, the teacher or nurse may obtain a reproduction of any material, excluding reference or information obtained in the process of evaluation of the teacher or nurse for initial employment, at reasonable cost.

**Section 3:** It is desirable that teachers or nurses who are making frequent errors in judgment shall be made aware of these problems as they become apparent to the building principals even if notations are not placed in the personnel files.

**ARTICLE XXV  
MISCELLANEOUS PROVISIONS**

**Section 1: Administration/Association Committee**

- A. The parties agree to the formation of a committee to be composed of not more than twelve members, up to six to be designated by the Association and up to six by the Administration.
- B. The committee will meet formally four times each year (in the months of October, December, February and May, unless otherwise agreed), and released time of up to one-half day will be provided for each meeting.
- C. An agenda, composed of the suggestions of one Administrative and one Association representative who will meet to draw up the agenda, will be developed.
- D. The subject(s) for any agenda may deal with any matters related to teaching, including (but not limited to) health and safety, school improvement and professional working conditions.
- E. While the committee is advisory in nature, it is intended as a formal vehicle for Association input and involvement in such matters.



## **Section 2: Labor-Management Committee / Extra-Curricular**

The District and the Association will establish a Labor-Management Committee to review the extracurricular pay schedule, to propose a rational structure for such a pay schedule based on comparisons among positions, and to recommend a guideline for compensation when a program is added or when duties are added to or deleted from an existing program.

## **Section 3: Special Nurse Related**

A. **Nurse's Summer Hours:** The District and the Union agree that the District will obtain input from the nursing staff about the need for summer hours each summer before assigning nurses to summer hours.

B. **Transportation of Students:** The District and the Union agree that the District and nurses' representatives will meet to discuss the transportation of ill students, nurses' attendance duties and nurses' non-contact time.

C. **Non Contact Time:** The District informally accepts the need for non-contact time for lunch and similar purposes.

D. **LPN Status:** It is further agreed we recognize that the law states that a LPN cannot be a school nurse under the current law.

## **Section 4: Continued Service Definition (especially for retirement)**

A. The term "continued service" does not mean that "continued service" is broken when an employee takes an approved leave.

B. "Continued service" is broken only by termination or resignation.

## **ARTICLE XXVI TRAVELING TEACHERS**

C. Effective July 1, 2006, unit members whose regularly scheduled work assignment requires travel from one work site to another during the work day shall be reimbursed for the mileage driven between work sites at the rate specified by the Internal Revenue Service. To obtain reimbursement, the unit member must provide a record of each instance of such travel (date, departure and destination locations, mileage and purpose) not later than the end of the quarter following the travel.


B. Designees of the Superintendent and the NTA President will meet prior to September 1 of each year to review the schedules of unit members who must travel regularly from one work site to another during the upcoming school year. The parties will make every effort to resolve problems and/or conflicts with such schedules.

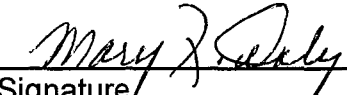
C. Unit members who must travel between buildings during the student school day will be relieved of hall and bus duty.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 2nd day of April 2014.

SUPERINTENDENT OF SCHOOLS  
NEWARK CENTRAL SCHOOL DISTRICT

PRESIDENT OF NEWARK  
TEACHERS' ASSOCIATION

  
Signature

  
Signature

MATTHEW L. COOK  
Name (printed)

Mary K. Daly  
Name (printed)

## APPENDIX A

### Extra Curricular Activities And Stipends

On July 1, 2013, the Longevity years will read as follows:

1-3 years

4-6 years

7-9 years

10+ years

The stipends will be as follows for the attached activities:

			<b>1-3 YRS</b>	<b>4-6 YRS</b>	<b>7-9 YRS</b>	<b>10+YRS</b>
I.	Basketball, Men's Head	July 1, 2013	\$4,000	\$4,954	\$6,096	\$6,237
	Basketball, Wms. Head	July 1, 2014	\$4,040	\$5,004	\$6,157	\$6,299
	Football, Head Coach					
	Wresting, Men' Head Coach					
II.	Swimming, Men's Head Coach	July 1, 2013	\$3,427	\$4,192	\$4,954	\$5,068
	Track, Indoor Head Coach	July 1, 2014	\$3,461	\$4,234	\$5,004	\$5,119
III.	Baseball, Men's Head	July 1, 2013	\$3,047	\$3,811	\$4,572	\$4,677
	Basketball, Assistant Varsity	July 1, 2014	\$3,077	\$3,849	\$4,618	\$4,724
	Football, Asst. Varsity (2)					
	Lacrosse, Men's Head					
	Lacrosse, Wm.'s Head					
	Skiing, Alpine, Varsity					
	Soccer, Men's Head					
	Soccer, Women's Head					
	Softball, Women's Head					
	Swimming, Women's Head					
	Track, Men's Head*					
	Track, Women's Head*					
	Volleyball, Men's Head					
	Volleyball, Women's Head					
IV.	Basketball, Men's Freshmen	July 1, 2013	\$2,665	\$3,427	\$4,192	\$4,288
	Basketball Wm.'s Freshmen	July 1, 2014	\$2,692	\$3,461	\$4,234	\$4,331
	Basketball, Men's J.V.					
	Basketball, Women's J.V.	July 1, 2013	\$2,665	\$3,427	\$4,192	\$4,288
	Cross Country, Men's	July 1, 2014	\$2,692	\$3,461	\$4,234	\$4,331

			1-3 YRS	4-6 YRS	7-9 YRS	10+YRS
	Football, Freshmen					
	Football, J.V. (2)					
	Wrestling, Men's J.V.					
V.	Football, Assistant Freshmen	July 1, 2013	\$2,286	\$3,047	\$3,811	\$3,899
	Lacrosse, Men's Ass't.	July 1, 2014	\$2,309	\$3,077	\$3,849	\$3,938
	Lacrosse, Women's Ass't.					
	Swimming, Men's Asst.					
	Track, Assistant (2)					
VI.	Baseball, Men's J.V.	July 1, 2013	\$2,094	\$2,665	\$3,427	\$3,506
	Cross Country, Asst.	July 1, 2014	\$2,115	\$2,692	\$3,461	\$3,541
	Golf, Head Coach					
	Lacrosse, J.V., Mens					
	Lacrosse, J.V., Wms.					
	Softball, Women's J.V.					
	Soccer, Men's J.V.					
	Soccer, Women's J.V.					
	Swimming, Women's Asst.					
	Tennis, Men's Head					
	Tennis, Women's Head					
	Volleyball, Men's J.V.					
	Volleyball, Women's J.V.					
VII.	Baseball, M.S.	July 1, 2013	\$1,904	\$2,476	\$3,047	\$3,117
	Basketball, Men's 7th Grade	July 1, 2014	\$1,923	\$2,501	\$3,077	\$3,148
	Basketball, Men's 8th Grade					
	Basketball, Women's 7th Grade					
	Basketball, Women's 8th Grade					
	Cheerleading, Head Basketball					
	Cheerleading, Asst. Women					
	Lacrosse, M.S., Mens					
	Lacrosse, M.S. Wms.					
	Soccer, Men's M.S.					
	Soccer, Women's M.S.					
	Softball, M.S.					
	Swimming, M.S.					
	Tennis, Men's J.V.					
	Tennis, Women's J.V.					
	Track, Indoor Asst.	July 1, 2013	\$1,904	\$2,476	\$3,047	\$3,117
	Track, M.S. Head	July 1, 2014	\$1,923	\$2,501	\$3,077	\$3,149

			1-3 YRS	4-6 YRS	7-9 YRS	10+YRS
Volleyball, M.S. Women's Wrestling, M.S. (2)						
VIII.	Bowling, Varsity COED	July 1, 2013	\$1,809	\$2,286	\$2,857	\$2,923
	Cheerleading, Head Football	July 1, 2014	\$1,827	\$2,309	\$2,886	\$2,952
	Cheerleading, Head Soccer					
	Track, M.S. Asst.					
IX.	JV Football Cheerleading	July 1, 2013	\$1,668	\$2,096	\$2,572	\$2,632
		July 1, 2014	\$1,685	\$2,117	\$2,598	\$2,658
X.	JV Basketball Cheerleading	July 1, 2013	\$1,714	\$2,192	\$2,665	\$2,727
		July 1, 2014	\$1,731	\$2,214	\$2,692	\$2,754
XI.	Cheerleading, M.S.	July 1, 2013	\$1,524	\$1,904	\$2,286	\$2,338
		July 1, 2014	\$1,539	\$1,923	\$2,309	\$2,361
XII.	Intramurals, Kelley & Middle	July 1, 2013	\$26.62			
		July 1, 2014	\$26.89			
XIII.	Intramurals, High School	July 1, 2013	\$21.30			
		July 1, 2014	\$21.51			

The number of sessions will be reserved to the discretion of the Director of Health, Physical Education and Athletics following his consultation with the building principal.

Prior approval of the number of sessions is required.

\*The positions of Men's and Women's Head Track Coaches currently are combined and performed by one person with two assistant track coaches, but the District may separate the positions again in its discretion. While they are combined, the person performing the combined positions will be paid two thirds of the combined stipends for the two positions.

## APPENDIX B

### Non Athletic Activities Pay Schedule

		1-3 YRS	4-6 YRS	7-9 YRS	10+YRS	
A.	Yearbook Adviser, H.S.	July 1, 2013	\$3,047	\$3,811	\$4,572	\$4,677
	Choir Director	July 1, 2014	\$3,077	\$3,849	\$4,618	\$4,724
	Jazz Ensemble					
B.	Drama Club	July 1, 2013	\$2,665	\$3,427	\$4,192	\$4,288
	Percussion Director	July 1, 2014	\$2,692	\$3,461	\$4,234	\$4,331
C.	Marching Band/Maneuvers Asst.	July 1, 2013	\$2,286	\$3,047	\$3,811	\$3,899
		July 1, 2014	\$2,309	\$3,077	\$3,849	\$3,938
D.	Meridian	July 1, 2013	\$2,094	\$2,665	\$3,427	\$3,506
		July 1, 2014	\$2,115	\$2,692	\$3,461	\$3,541
E.	Yearbook Art Editor, H.S.	July 1, 2013	\$1,902	\$2,476	\$3,047	\$3,117
		July 1, 2014	\$1,921	\$2,501	\$3,077	\$3,148
F.	Yearbook Business Mgr., H.S.	July 1, 2013	\$1,714	\$2,094	\$2,665	\$2,726
		July 1, 2014	\$1,731	\$2,115	\$2,692	\$2,754

## APPENDIX C

### EXTRA CURRICULAR DUTIES

**A.** Allowances will be made on a yearly basis for the following specific duties:

Chairperson of Proctors	July 1, 2013	\$620
	July 1, 2014	\$626

**B.** The following will receive the amount indicated:

Bus Proctor – Spectator Buses	July 1, 2013	\$53.27
	July 1, 2014	\$53.80

Games on last day preceding school vacation, or during vacation will be paid \$70.27.

	July 1, 2013	\$79.88
	July 1, 2014	\$80.68

**C.** Proctors for home athletic contests will receive the following pay:

Football, Girl's Basketball	July 1, 2013	\$53.27
Basketball	July 1, 2014	\$53.80
Freshman Basketball		
Wrestling		
Swimming		

**D.** Timers and scorers of athletic contests:

Basketball	July 1, 2013	\$39.95
Soccer	July 1, 2014	\$40.35
Wrestling		



**E.** The following will receive the amount indicated:

	<b>07/01/13</b>	<b>07/01/14</b>
Academic Challenge Bowl Advisor, M.S.	\$466	\$471
Advisor, Freshman Class	\$333	\$336
Advisor, Junior Class	\$667	\$674
Advisor, Senior Class	\$1,597	\$1,613
Advisor, Sophomore Class	\$333	\$336
Color Guard Instructor, Fall	\$401	\$405
Color Guard Instructor, Spring	\$667	\$674
Honor Society Advisor, H.S.	\$333	\$336
Honor Society Advisor, M.S.	\$200	\$202
Masterminds Advisor, H.S.	\$1,066	\$1,077
Math Team Advisor, M.S.	\$466	\$471
Math Team Advisor, H.S.	\$1,066	\$1,077
Musical Director	\$1,997	\$2,017
Musical Assistant Director	\$1,331	\$1,344
Musical Director, M.S.	\$999	\$1,009
Natural Helpers Advisor	\$667	\$674
Newark Review Advisor*	\$667	\$674
Parade Band Director	\$2,328	\$2,351
Pep Band, H.S.	\$667	\$674
Percussion Instructor, Fall	\$466	\$471
Percussion Instructor, Spring	\$466	\$471
SADD Advisor	\$333	\$336
Service Club, H.S.	\$333	\$336
Student Council Advisor, H.S.	\$1,597	\$1,613
Student Council Advisor, M.S.	\$1,066	\$1,077
Yearbook Editor, M.S.	\$799	\$807
Youth To Youth Advisor, H.S.	\$333	\$336
Youth To Youth Advisor, M.S.	\$333	\$336
Varsity Club, H.S.	\$333	\$336

E. The following will receive the amount indicated: (continued)

	07/01/13	07/01/14
W.N.H.S./Essex Film Advisor	\$1,331	\$1,344

- Teaching assignment first priority

F. Supervision of away Musical Events – Supervision of one or more of the following events carries the following stipend:

All County Events	\$132	\$133
Solo Festivals		
State Events		

(Each teacher, or teacher's designee, attending a Festival and responsible for his/her students at the Festival will qualify for the \$116 (as increased 2006-2010) per event.)

Maximum pay per individual teacher:	\$395	\$399
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## APPENDIX D

### DUES AUTHORIZATION FORM

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Newark Teachers Association as my representative for the purpose of collective negotiations.

I also request and authorize the Newark School Board to deduct from my earnings and transmit to the Newark Teachers' Association on a biweekly basis (September – May) all membership dues as accumulated according to plan indicated below. Dues will be deducted in equal installments September through May. I understand that the Board will discontinue such deductions for any school year only if I notify the Board in writing.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, relieve the School Board and all its officers from any liability thereof.

Teachers' Organization: Newark Teachers' Association

\_\_\_\_\_

DATED: \_\_\_\_\_

MEMBER'S SIGNATURE: \_\_\_\_\_

**APPENDIX E  
GRIEVANCE FORM**

Date of Filing: \_\_\_\_\_

Stages:

1. Immediate Supervisor (verbally) \_\_\_\_\_
2. Immediate Supervisor (written) \_\_\_\_\_
3. Superintendent \_\_\_\_\_
4. Board of Education \_\_\_\_\_
5. Binding Arbitration \_\_\_\_\_

1. Grievant: \_\_\_\_\_

2. Position: \_\_\_\_\_ Building: \_\_\_\_\_

3. Contract Provision Alleged Violated (give article number and page): \_\_\_\_\_

4. Time, Date, Place of Occurrence: \_\_\_\_\_

5. Statement of the Grievance (include events and conditions of the Grievance and persons responsible): \_\_\_\_\_

6. Redress Sought: \_\_\_\_\_

7. Response: \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

8. Initial Applicable Statement:

\_\_\_\_\_ I hereby accept the above determination.

\_\_\_\_\_ I hereby decline the above determination.

\_\_\_\_\_ I intend to process the grievance to the next stage.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Grievance Committee Chairperson

\_\_\_\_\_  
Date

## **APPENDIX F**

### **TEACHER APPRAISAL CRITERIA**

#### **Introduction**

- Brief background
- Current assignment

#### **Content Knowledge**

- Current and appropriate academic background
- Ability to integrate new knowledge into the instructional program
- Works at keeping skills current

#### **Preparation**

- Uses District curriculum and assessments
- Evidence of appropriate long-range, unit and lesson planning
- Selection of relevant materials

#### **Instructional Delivery [Student Development and Assessment]**

- Evidence of appropriate expectations for students
- Demonstrate knowledge of student development
- Ability to engage students, to evaluate their learning and adjust curriculum and instruction accordingly
- Evidence that useful feedback is provided to students
- Evidence that progress is reported to parents
- Ability to teach a diverse group of students
- Learn new technology and apply it to teaching
- Implements assessment techniques based on appropriate learning standards

#### **Management of Instructional Setting**

- Maintain a safe and stimulating environment
- Ability to use a variety of management, instructional and behavior techniques in handling students

#### **Collaboration**

- Relates appropriately to parents and students
- Promotes respect for all individuals and for the value of diversity
- Is able to work with colleagues
- Participates in school/departments/districtwide activities

#### **Reflective and Responsive Practice**

- Demonstrate that practice is reviewed
- Modify planning based on student work

#### **Summary Comments:**

## TEACHER APPRAISAL FORM

### Introduction

### Content Knowledge

### Preparation

### Instructional Delivery [Student Development and Assessment]

### Management of Instructional Setting

### Collaboration

### Reflective and Responsive Practice

### Summary Comments

For non-tenured unit members – unit member is/is not on track for tenure:

\_\_\_\_\_

We have discussed this report.

_____	_____	_____	_____
Teacher	Date	Appraiser	Date

### Teacher Comments

# MEMORANDUM OF UNDERSTANDING

NEWARK TEACHERS ASSOCIATION

AND

NEWARK CENTRAL SCHOOL DISTRICT

October \_\_\_\_, 2003

The Newark Teacher's Association and the Newark Central School District agree that the starting salary for the position of Music Therapist shall receive an equitable adjustment of \$1,050.

FOR THE NEWARK TEACHERS' ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

FOR NEWARK CENTRAL SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date